



STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

CONTRACT NOTIFICATION

***** MANDATORY *****

CONTRACT NUMBER: 1-07-81-05

DESCRIPTION: BAGS, PLASTIC
CALTRANS (ORANGE & WHITE ONLY)

CONTRACTOR: E-POLY STAR, INC.

EFFECTIVE DATES: 1/19/2007 THROUGH 1/31/2009

SUPERSEDES CONTRACT NO.: 1-05-81-05

AREA: STATEWIDE

DISTRIBUTION: BY DEPT OF TRANSPORTATION

* TAX: Add appropriate sales and use tax.
Exempt from Federal Excise Tax.

*Food contracts are tax exempt.

RITA HAMILTON, Deputy Director

Use of this agreement by all agencies is mandatory with monetary exceptions stated herein or contained in State Administrative Manual.

To obtain assistance or report non-compliance by supplier, or for any suggestions or recommendations write:

Department of General Services, Procurement Division, P.O. Box 989054, W. Sacramento, CA 95798-9054,
or call: Contract Administrator, JEFF JONES 916-375-4434, CALNET 480-4434

Contract (Mandatory): 1-07-81-05

SUPPLIER ID: 762459
NAME: E-POLY STAR, INC.
ADDRESS: 2085 BURROUGHS AVE
SAN LEANDRO, CA 94577

CONTACT: 800-793-3088 ANNIE YOUNG, EXT 102
FAX NUMBER: 877-562-3560
TERMS OF PAYMENT: 1% - 10 DAYS
FOB: Destination
MINIMUM ORDER: 1 CASE

Small Business Ref. No. 29009

SCOPE:

This contract covers the estimated One-Year requirement of the State of California, Department of Transportation (D.O.T.) for PLASTIC BAGS (Orange and White Litter Bags). In addition, this contract contains an option to extend the contract for one year. The State and the contractor must mutually agree upon the extension.

QUANTITIES:

The State cannot guarantee that all the quantities specified in the solicitation will be purchased. Consequently, there is no guaranteed contract dollar value.

ORDERING PROCEDURE:

Issue orders to the contract supplier. D.O.T. will be sending a Purchasing Authority Purchase Order (STD. 65). Provide item code number, unit price, extension, contact person, and phone number.

For billing, send a copy of your purchase order to:

DGS-Procurement Division
Attn: Data Entry Unit
PO Box 989052
West Sacramento, CA 95798-9052

SUPPLIER MUST ACCEPT ORDERS BY FACSIMILE OR E-MAIL TRANSMISSION:

By signing and submitting the solicitation, the contractor agrees to accept orders either by facsimile or e-mail transmission.

Vendor Contact Name: Annie Young
Vendor Contact Telephone Number: (800) 793-3088
Facsimile Number: (877) 562-3560
E-Mail Address: sales@polystar.com

DELIVERY:

Delivery is to be completed in full within 20 working days of the receipt of order by the contractor.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino metropolitan area, and San Diego metropolitan area during off-peak hours. Off-peak hours are 10:00 am to 4:00 pm.

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PACKAGING:

The bags are to be interleaved rolled, coreless, 10 each per roll, 10 rolls per carton. Packaging quantity shall be 100 per carton with a tolerance of +10% & -2%. Gross weight of each package shall be a maximum of 29.5Kg (65 Lbs). Each carton shall be marked with: item name, quantity, State stock number, and Purchase order number.

PALLETIZING:

~~Palletizing shall comply with industry shipping standards, contain single product per pallet, and be identified on four sides for contents and have a maximum gross weight of 900Kg (2,000 Lbs).~~

RECYCLE TRASH BAG PROGRAM

Plastic trash bag manufacturers and wholesalers shall comply with with all applicable California laws, including Public Resources Code Sections 42290 - 42297 and Title 14, Section 17975 - 17985 of the California Code of Regulations (collectively referred to as the "Recycled Content Plastic Trash Bag Law"). Plastic trash bag manufacturers and wholesalers are required to annually certify their compliance with the requirements of the Recycled Content Plastic Trash Bag Law with the California Integrated Waste Management Board (CIWMB).

Trash bag manufacturers, wholesalers, and their subsidiaries and affiliates that are found by the CIWMB to be non-compliant with the Recycled Content Plastic Trash Bag Law following certification are prohibited from bidding on or being sub-contractors on State contracts for any goods or service. To check your company's compliance status, please go to: <http://www.ciwmb.ca.gov/BuyRecycled/TrashBags/>

INVOICING REQUIREMENTS:

The contractor is to render invoices as instructed on individual orders. Invoices shall include the order number, the contract number, the commodity code number, quantity, unit price, and extensions. State sales and/or use tax is to be added to each invoice.

SALES TAX:

Sales tax should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area product is to be delivered to.

PRICES:

For this contract, the price shall be maximum/fixed price for a minimum of the first year based on the contract effective date. A proposed price escalation request may be submitted in writing to the Department of General Services, Procurement (DGS-PG) no earlier than 30 calendar days from the end of the initial one year period. The price escalation notice must be supported by manufacturer's price list, significant changes in published market indicators for the industry, certified raw material cost data and/or any other substantiating information as requested by the State.

Upon receipt of the price escalation request the State reserves the right to accept request as competitive with the general market price at that time, effective 30 days from receipt of an acceptable request or negotiate a proposed price or deny the request outright. No price increase shall apply to quantities ordered from the contract prior to the effective date of the price escalation. The price escalation is subject to a 10% maximum increase.

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Subsequent Price Escalations:

The new price shall be maximum/fixed price for minimum six months after the approved price escalation date. The supplier may request, in writing, no earlier than 30 calendar days for the end of the approved price escalation date. The criteria for requesting an escalation is as stated above. The State reserves the right to approve, negotiate a proposed price, or deny the request outright. No price increase shall apply to quantities ordered from the contract prior to the effective date of the price escalation. Each subsequent price escalation is subject to a 15% maximum increase.

Price Declines:

The supplier shall immediately notify the State of all manufacturer's price declines and the State shall receive full benefit of such declines, effective on the date of the manufacturer's general public announcement.

SPECIFICATIONS:

The bags shall comply in all respects with the requirements of the bid and with the State of California Specification No. 8105-6BS-001R3, dated 10/27/06. All parts of the specification that apply to the orange bag shall apply to the white bag. A camera-ready copy of logos for the orange and white bags will be supplied to the successful supplier.

USAGE REPORTS:

The contractor is required to submit a detailed usage report every three months commencing from the date of the contract award. This report is to include the total quantities per item, item description per contract item number, and a grand total for the period. In addition, the report must include the purchase order number, ordering agency name, Agency Bill Code number, and the total for each purchase order for the period of the report. Invoice copies or a list of purchase orders will not fulfill this requirement. Failure to submit completed usage reports in a timely manner may be considered a breach of contract and subject the Contractor to General Provision 26, Rights and Remedies of the State for Default. The Contractor is encouraged to submit this report in electronic form, preferably a Microsoft Excel spreadsheet. The Contract Administrator will provide the information of where to send the electronic report. An example of a spreadsheet is available upon request and may be sent via e-mail.

EXTRAORDINARY EXTENSION OPTION:

In the event of an extraordinary circumstance the State may extend the contract for up to an additional year beyond the stated term and any noted extensions. Extensions during this period may occur in increments until the establishment of a new contract (not to exceed one year). Exercise of this option may occur in the event that a replacement contract cannot be established due to the protest of an intent to award, or loss of key procurement staff, or extraordinary circumstance that would otherwise cause an unanticipated disruption in the contracting process.

If necessary, prices may be increased during an extraordinary extension option period, to the extent that the price is determined "fair and reasonable." Requests for price increase(s) shall include substantiated information to support the proposed increase (e.g., manufacturer's price list, significant changes in published market indicators for the industry, certified raw material cost data, and any other substantiating information as requested by the State). In no event will price increases be accepted with retroactive effective dates.

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
1	8105-999-0100-9	762459	CS	BAG POLYETHYLENE (BY THE CASE) (AS DESCRIBED) BAG, POLYETHYLENE, ORANGE, WITH HANDLES (1-9 CASES) Brand: Polystar Model: PSL-S3348-3OR100 Lbs/Case: 31.68#	42.1000
2	8105-999-0100-9	762459	CS	BAG POLYETHYLENE (BY THE CASE) (AS DESCRIBED) BAG, POLYETHYLENE, ORANGE, WITH HANDLES (10-49 CASES) Brand: Polystar Model: PSL-S3348-3OR100 Lbs/Case: 31.68#	33.8000
3	8105-999-0100-9	762459	CS	BAG POLYETHYLENE (BY THE CASE) (AS DESCRIBED) BAG, POLYETHYLENE, ORANGE, WITH HANDLES (50-99 CASES) Brand: Polystar Model: PSL-S3348-3OR100 Lbs/Case: 31.68#	32.2500
4	8105-999-0100-9	762459	CS	BAG POLYETHYLENE (BY THE CASE) (AS DESCRIBED) BAG, POLYETHYLENE, ORANGE, WITH HANDLES (100 PLUS CASES) Brand: Polystar Model: PSL-S3348-3OR100 Lbs/Case: 31.68#	31.6200

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
5	8105-999-0100-9	762459	CS	BAG POLYETHYLENE (BY THE CASE) (AS DESCRIBED) BAG, POLYETHYLENE, WHITE, WITH HANDLES (1-9 CASES) Brand: PolyStar Model: PSL-S3348-3W100 Lbs/Case: 31.68#	42.1000
6	8105-999-0100-9	762459	CS	BAG POLYETHYLENE (BY THE CASE) (AS DESCRIBED) BAG, POLYETHYLENE, WHITE, WITH HANDLES (10-49 CASES) Brand: PolyStar Model: PSL-S3348-3W100 Lbs/Case: 31.68#	33.8000
7	8105-999-0100-9	762459	CS	BAG POLYETHYLENE (BY THE CASE) (AS DESCRIBED) BAG, POLYETHYLENE, WHITE, WITH HANDLES (50-99 CASES) Brand: PolyStar Model: PSL-S3348-3W100 Lbs/Case: 31.68#	32.2500
8	8105-999-0100-9	762459	CS	BAG POLYETHYLENE (BY THE CASE) (AS DESCRIBED) BAG, POLYETHYLENE, WHITE, WITH HANDLES (100 PLUS CASES) Brand: PolyStar Model: PSL-S3348-3W100 Lbs/Case: 31.68#	31.6200

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
9	8105-518-0105-4	762459	VA	FOR DATA ENTRY USE ONLY CONTNR-DGS/PROCUREMENT USE ONLY	VARIABLE



**STATE OF CALIFORNIA
BID SPECIFICATION
PLASTIC BAGS**

8105-06BS-001R3

1. SCOPE.

This specification describes requirements for plastic waste receptacle liners and bags to be utilized by State of California, Dept. of Transportation.

2. APPLICABLE SPECIFICATIONS.

- 2.1 Specifications and standards referenced in this document in effect on the opening of the Invitation for bid, form a part of this specification.

3. REQUIREMENTS.

3.1. MATERIAL

- 3.1.1 Shall comply with color requirements indicated in Invitation for Bid.
- 3.1.2 Shall perform as designed to a minimum of -18°C to 46°C (0°F to 115°F).
- 3.1.3 Shall contain a quantity of recycled plastic postconsumer material (RPPCM) equal to at least 10 percent of the weight of the bags.

3.2 CONSTRUCTION

- 3.2.1 Maximum of 8 thickness of material with one piece star sealed.
- 3.2.2 Width shall be 33" (- 0.50" to + 1.00").
- 3.2.3 Side Gusset shall be a max of 16.5".
- 3.2.4 Length shall be 48" (- 0.25" to + 2.00").
- 3.2.5 Material Thickness shall be a maximum of 0.004".

3.3 MARKINGS

- 3.3.1 Individual bag shall bear the markings as shown in attached Exhibit A for Orange and Exhibit B for White bags.
- 3.3.2 Marking shall be placed at locations shown in Exhibit C and Exhibit D.

3.4 QUALITY ASSURANCE PROVISIONS

- 3.4.1 State reserves the right to test bags, at State's expense, anytime during the life of the contract per MIL-STD-105E, ANSI Z1.4-03 or ISO 2859 for Inspect Level S-1 and Acceptable Quality Level (AQL) of 4.0% for a lot. A lot is defined as one delivery to one agency at one time.

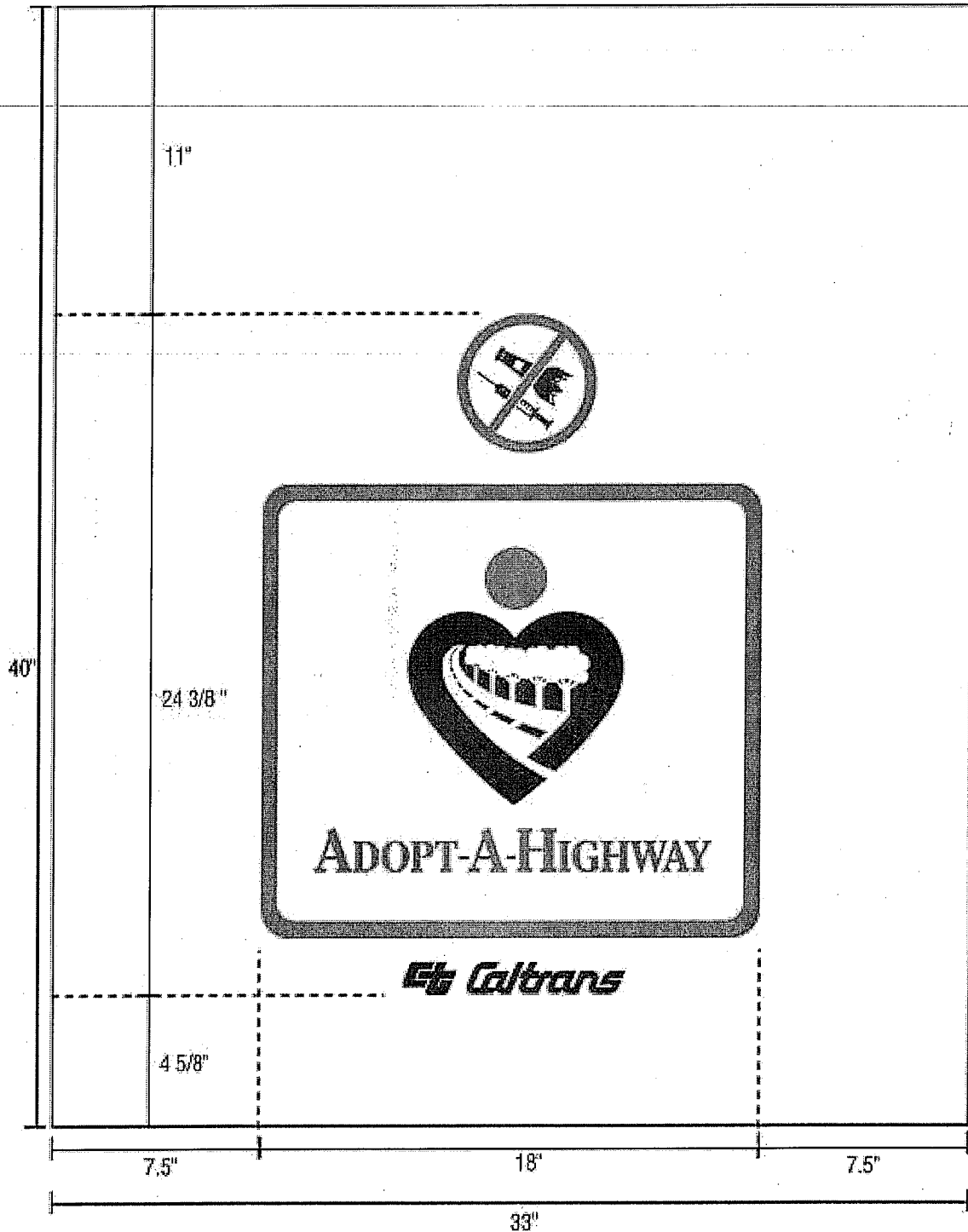
3.5 CERTIFICATION

- 3.5.1 State reserves the right to request certification from accredited test lab verifying compliance with the following performance requirements. Certification shall be provided within 15 working days from the date of request;
- 3.5.1.1 Minimum Falling Dart Impact is 315 for impact strength.
- 3.5.1.2 Dry weight test for a minimum of 90 Kg and Wet volume test for a minimum of 75 Ltr

Exhibit A (for Orange bags)



Exhibit B (for White bags)



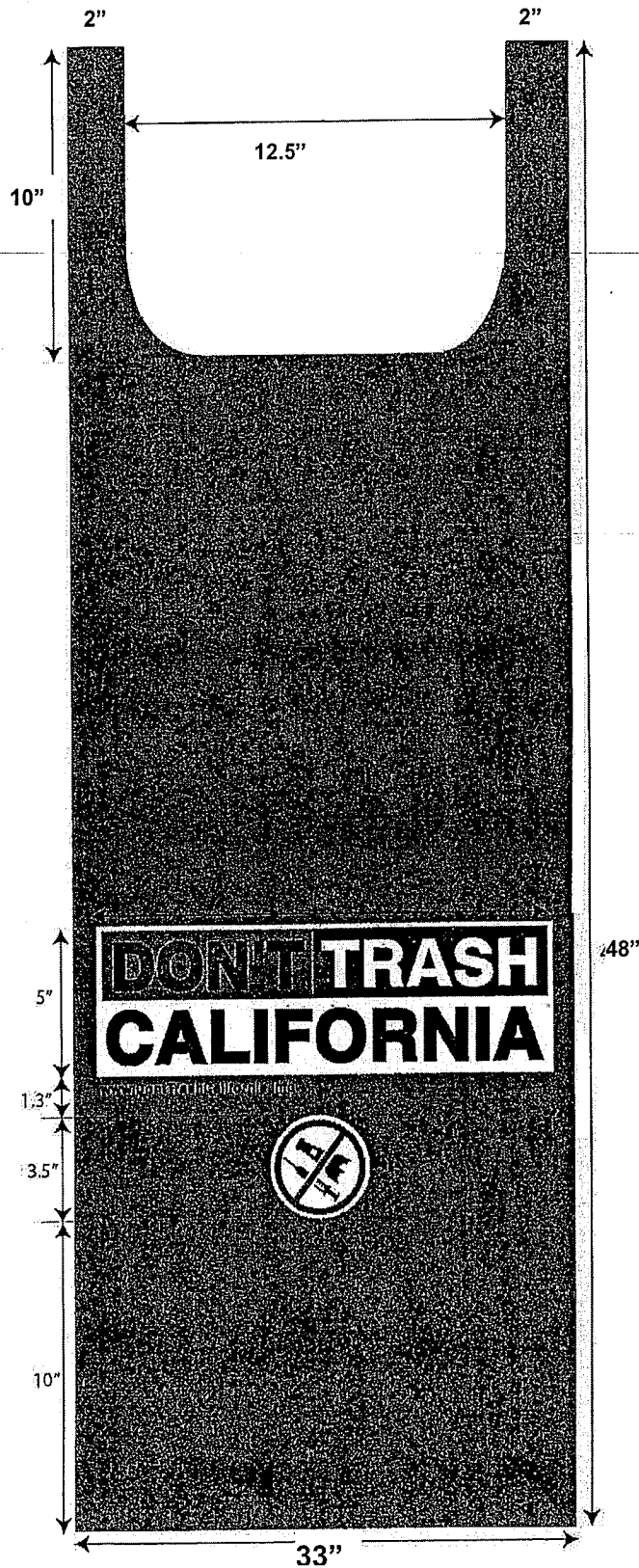


Exhibit C (Bag Color: Opaque Orange, decal symbol border and legend to be black with white background).

